

A G. Contract No. KR01 0306TRN
ADOT ECS File: JPA 01-34
Project No. HRF SNW-0-744
TRACS No. HF0440 03D
Section: Concho Road
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SNOWFLAKE, ARIZONA

THIS AGREEMENT is entered into 2 APR 11, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN of SNOWFLAKE acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 11-952 and 9-240 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State has approved the exchange of \$293,760.00 in Highway User Revenue Funds (HURF) to the Town for construction of improvements to Concho Road in the Town, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds in the amount of \$372,427.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO 24532
Filed with the Secretary of State
Date Filed: 04/02/2001
Patricia Bayless
Secretary of State

B Vicky D. Graenewold

II. SCOPE OF WORK

1. The Town will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Be responsible for any additional funds required to complete the project design.

c. Invoice the State for 30% of the project design cost at the 30% level of completion.

d. Invoice the State for 30% of the project design cost at the 60% level of completion.

e. Invoice the State for 30% of the project design cost at the 90% level of completion.

f. Invoice the State for 10% of the project design cost at the 100% project design completion stage after final project review is completed by NACOG representatives.

2. The State will:

a. Within 30 days after receipt and approval of invoices, advance the Town HURF funds in the amount of \$293,760.00 in accordance with paragraph II.1.c., d. e. and f. above.

b. Withhold from NACOG, federal funds and the obligation authority of federal funds in the amount of \$372,427.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.
4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Snowflake
Public Works Director
81 West First Street
Snowflake, AZ 85937

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SNOWFLAKE, ARIZONA

By Kerry L. Ballard
KERRY L. BALLARD, Mayor

STATE OF ARIZONA
Department of Transportation

By Mary Lynn Fischer
MARY LYNN FISCHER, Director
Transportation Planning

ATTEST

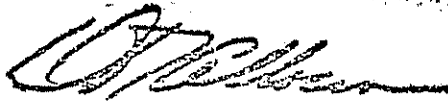
By Barbara Bigler
BARBARA BIGLER
Town Clerk

3mar

RESOLUTION

BE IT RESOLVED on this 22nd day of February 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Snowflake for the purpose of defining responsibilities for the exchange of HURF funds for improvements to Concho Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director



81 W. 1st South, Snowflake, AZ 85837

520-536-7103

Fax 520-536-2539

www.ci.snowflake.az.us

At the Snowflake Town Council meeting held on Tuesday, March 13, 2001 council approved the IGA between the State of Arizona and the Town of Snowflake for improvements to Concho Road.

A motion was made by Vice Mayor John Stewart and seconded by Councilman Roger Morgan to accept the IGA between the State of Arizona and the Town of Snowflake for improvements to Concho Road. Motion passed by unanimous vote.

Dated this 15th day of March, 2001

Barbara Bigler
Town Clerk

Joe Papa
Barbara Bigler
Don Camacho
Bruce Mighton
Drew Ellerman
Cathy McDowell

Town Manager, Ext. 233
Town Clerk, Ext. 222
Rec and Parks Director, Ext. 225
Parks Superintendent, Ext. 250
Planning and Zoning, Ext. 232
Librarian, Ext. 240

Gary Brimhall
Roger Morgan
John Stewart

Council

J. Gordon Farr, Jr.

Kerry Ballard
Fred West
Mary Webb

David Adams
Will Wilson
Brian Richards
Gary Fenstermaker
Gary Leach
Curtis Winder

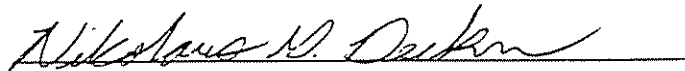
Police Chief, Ext. 251
Fire Chief, Ext. 244
Finance Director, Ext. 254
Public Works Director, Ext. 255
Sewer Supervisor, Ext. 257
Water Supervisor, Ext. 256

JPA 01-34

APPROVAL OF THE SNOWFLAKE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF SNOWFLAKE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 13th day of March, 2001.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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Direct: (602) 542-8855

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MAIN PHONE : (602) 542-5025

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-0306TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 28, 2001.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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